



**NOTICE OF MEETING  
PLANNING & ZONING COMMISSION  
OF MARBLE FALLS, TEXAS  
Thursday, January 7, 2016 – 6:00 PM**

*A quorum of the Marble Falls City Council and the Economic Development Corporation may be present*

Fred Zagst, <i>Vice Chairman</i>	Steve Reitz, <i>Chairman</i>	Mike Hodge, <i>City Manager</i>
Dee Haddock, <i>Commissioner</i>		Caleb Kraenzel, <i>Development Svs Director</i>
Thomas E. Barr, <i>Commissioner</i>		Elizabeth Jaimes, <i>Associate Planner</i>
Darlene Oostermeyer, <i>Commissioner</i>		VACANT, <i>GIS Analyst</i>
Greg Mills, <i>Commissioner</i>		Scarlet Contreras, <i>Commission Secretary</i>
Jason Coleman, <i>Commissioner</i>		Patty Akers, <i>City Attorney</i>

The City of Marble Falls Planning & Zoning Commission will meet on **Thursday, January 7, 2016**, in **regular session at 6:00 p.m.** in the City Council Chambers at 800 Third Street, Marble Falls, Texas.

The agenda listed below is distributed to the Chair, Commission members, and the Marble Falls Public Library no later than the Monday preceding the Commission meeting. The agenda is also posted on the City's website: [www.marblefallstx.gov](http://www.marblefallstx.gov)

**1. CALL TO ORDER AND ANNOUNCE PRESENCE OF QUORUM**

**2. Citizen/Visitor Comments to be heard for items not on the agenda:** This is an opportunity for citizens to address the Planning and Zoning Commission concerning an issue of community interest that is not on the agenda. Comments on a specific agenda item must be made when the agenda item comes before the Commission. The Chair may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a proposal to place it on the agenda for a later meeting.

**3. REGULAR AGENDA:** The Commission will individually consider and possibly take action on any or all of the following items:

**A. Approval of Minutes:** Minutes from the regular meeting on December 3, 2015. (*Scarlet Contreras, Commission Secretary*)

**B. Discussion, and Recommendation:** Regarding a Construction Plat for the Gibson-Hees Addition, being 0.542 acres out of the Guadalupe Flores Survey No. 7, Abstract No. 304, City of Marble Falls, Burnet County, Texas, and being undeveloped waterfront property located on W FM 2147. Case 2015-38-CP. (*Don Sherman, applicant, and Eric Christopher Gibson and Nancy Dawn Hees, owners.*)

**C. Discussion, and Recommendation:** Regarding a Final Plat for the Gibson-Hees Addition, being 0.542 acres out of the Guadalupe Flores Survey No. 7, Abstract No. 304, City of Marble Falls, Burnet County, Texas, and being undeveloped waterfront property located on W FM 2147. Case 2015-46-FP. (*Don Sherman, applicant, and Eric Christopher Gibson and Nancy Dawn Hees, owners.*)



- D. Presentation and Discussion:** Previous Planning and Zoning Commission items, City Council Disposition and update regarding future planning projects. (*Commission*)
1. Update: City Staff Tree Ordinance draft
  2. Update: 2015 Comprehensive Plan Update
  3. Joint Workshop with City Council and EDC regarding the Comprehensive Plan Update
  4. Joint Workshop with City Council regarding Short-Term Rentals (STR)
- E. Presentation and Discussion:** Monthly Building Permit Summary; Construction Update. (*City Staff*)

#### **4. ADJOURNMENT**

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"The Planning & Zoning Commission reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including but not limited to, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues), and as authorized by the Texas Tax Code including but not limited to, Section 321.3022 (Sales Tax Information)."

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In compliance with the Americans for Disabilities Act, the City of Marble Falls will provide for reasonable accommodations for persons attending the Commission Meetings. To better serve you, requests should be received 24 hours prior to the meeting, by contacting Ms. Christina McDonald, City Secretary, at 830-693-3615.

#### **Certificate of Posting Agenda Meeting Notice**

I, Elizabeth Jaimes, Associate Planner for the City of Marble Falls, Texas, certify this Meeting Notice was posted at the Marble Falls City Hall in a place readily accessible to the general public, on the 31st day of December, 2015, at 2:00 p.m., posted thereafter for at least 72 continuous hours before the scheduled time of said meeting.

The agenda is also posted on the City's web site: [www.marblefallstx.gov](http://www.marblefallstx.gov).

A handwritten signature in black ink, appearing to read "Elizabeth Jaimes", is written over a horizontal line.

Elizabeth Jaimes, Associate Planner



**City of Marble Falls  
Planning and Zoning Commission Agenda Cover Memo  
January 7, 2016**

**To:** Chairman and Planning & Zoning Commission  
**Item 3. A. Approval of Minutes**  
**Requested by:** Scarlet Contreras, Commission Secretary

<b>SYNOPSIS</b>
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Commission will consider approval of the minutes from the regular meeting on December 3, 2015.

*(Minutes attachment following this page)*

**STATE OF TEXAS  
COUNTY OF BURNET  
CITY OF MARBLE FALLS**

On this 3<sup>rd</sup> day of December 2015 the Planning and Zoning Commission convened at the regular meeting having been posted as prescribed by law, with the following members present in accordance to-wit:

**MEMBERS PRESENT:**

Steve Reitz	Chairman
Fred Zagst	Vice-Chairman
Dee Haddock	Commissioner
Darlene Oostermeyer	Commissioner
Jason Coleman	Commissioner
Greg Mills	Commissioner
Tom Barr	Commissioner

**MEMBERS ABSENT:**

None

**STAFF PRESENT:**

Mike Hodge	City Manager
Caleb Kraenzel	Director of Development Services
Elizabeth Jaimes	Associate Planner
Scarlet Contreras	Commission Secretary

**VISITORS**

Emma Davenport	Citizen
Bill Smyrl	Panther Hollow
Marcus Horner	William H Engineering
Ted Burget	Midhorse Royalties

**1. CALL TO ORDER AND ANNOUNCE PRESENCE OF QUORUM:** Chairman Reitz called the meeting to order at 6:00pm and declared a quorum of the Commission is present to conduct the meeting.

**2. Citizens/Visitors comments to be heard for items not on the agenda:** This is an opportunity for citizens to address the Planning and Zoning Commission concerning an issue of community interest that is not on the agenda. Comments on a specific agenda item must be made when the agenda item comes before the Commission. The Chair may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a proposal to place it on the agenda for a later meeting. There were no person(s) with any public comment(s).

**3. REGULAR AGENDA:** The Commission will individually consider and possibly take action on any or all of the following items:

**A. Approval of Minutes:** Minutes from the regular meeting on October 8, 2015. (*Scarlet Contreras, Commission Secretary*) Commissioner Oostermeyer made a motion to approve the minutes as presented. Vice Chairman Zagst seconded the motion. The motion was approved by a vote of 7 – 0.

**B. Presentation and Discussion:** Regarding a Construction Plat for Panther Hollow Subdivision, being a 12.63 acre subdivision and 3.9 acres of dedicated right-of-way out of the Guadalupe Flores Survey No. 7, Abstract No. 304, and C&M Railroad Survey No. 4, Abstract No. 1270, City of Marble Falls, Burnet County, Texas, and Subdivision Regulation waiver/suspension requests pertaining to the proposed development. Case 2015-26-CP. (*Mid-Horse Royalties, LLC and Hurst Capital Investments, LLC applicants and owners.*) Director Caleb Kraenzel addressed the Commission. The Commission

participated in a discussion in regard to the sidewalk waiver and future development in the area. Commissioner Oostermeyer made a motion to send Case 2015-26-CP to Council for approval with the following findings/recommendations:

1. The Commissions finds that the City and immediate phase of development will benefit from the construction of the sidewalk on the north side of Panther Hollow Drive and the west side of Corazon with this phase of construction connecting to the La Ventana subdivision;
2. The Commission finds that a sidewalk constructed on both sides of Panther Hollow Drive spanning the frontage of both proposed lots within this phase of platting demonstrates compliance with the intent of the Subdivision Regulations requiring a sidewalk on both sides of the street;
3. The Commission finds that based on the aforementioned performance of the development to construct sidewalks and the proposed span of roadway construction, in conjunction with the remaining acres to be platted, render this situation unique and therefore substantiate the approval of a waiver/suspension allowing for deferment of sidewalk construction on the south side Panther Hollow Drive and east side of Corazon Drive until development and/or platting occurs on the remaining acres or a portion thereof of the unplatted area, at such point the sidewalk shall be constructed across the proposed site/lot (phase/sub-phase) and connect back to the sidewalks constructed within this phase of platting; and
4. Pursuant to the City Staff recommended conditions:
  - Geotechnical report be submitted and construction plans be updated with final revisions and based on findings of geotechnical report, subject to approval by the City Engineer.
  - That the continuation of Corazon Drive as a public street is approved an option subject to submittal and approval of design by City Engineer, and approval and permitting by the Texas Department of Transportation.

Vice-Chairman Zagst seconded the motion. The motion was approved by a vote of 7 – 0.

**C. Presentation and Discussion:** Previous Planning and Zoning Commission items, City Council Disposition and update regarding future planning projects. (*Commission*)

1. City Staff Tree Ordinance draft
2. Update: 2015 Comprehensive Plan Update

Director Caleb Kraenzel addressed the Commission.

**D. Presentation and Discussion:** Monthly Building Permit Summary; Construction Update (*City Staff*).  
Director Caleb Kraenzel addressed the Commission.

**4. ADJOURNMENT:** There being no further items to discuss, Commissioner Haddock made a motion to adjourn the meeting. Commissioner Mills seconded the motion. The motion was approved by a vote of 7 – 0. The meeting was adjourned at 6:53 pm.

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Steve Reitz – Chairman to the Commission

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Scarlet Contreras - Commission Secretary



**City of Marble Falls  
Planning and Zoning Commission Agenda Cover Memo  
January 7, 2016**

**To:** Chairman and Planning & Zoning Commission  
**Item 3. B.** **Discussion, and Recommendation:** Regarding a Construction Plat for the Gibson-Hees Addition, being 0.542 acres out of the Guadalupe Flores Survey No. 7, Abstract No. 304, City of Marble Falls, Burnet County, Texas, and being undeveloped waterfront property located on W FM 2147.  
**Requested by:** Don Sherman, applicant, and Eric Christopher Gibson and Nancy Dawn Hees, owners.  
**Case:** Case 2015-38-CP

**SUMMARY**

This item is for consideration of a Construction Plat for the Gibson-Hees Addition, including public infrastructure extensions of water and wastewater lines to serve a 0.542 acre tract, being undeveloped waterfront property on W FM 2147.

The Subject Area is approximately 23,610 square feet of unplatted land, and is proposed to be platted into one single lot consistent with ownership boundaries, along with the dedication of a 20' Utility Easement, and the extension of public water and wastewater lines.

The intended use for the Subject Area is a single-family residential dwelling. This Construction Plat is the first step in the development process for the property owners. The Final Plat is the second step. Once subdivision improvements, as shown on the Construction Plat, have been approved and completed, and the Final Plat for the Subject Area has been approved and recorded, then the property owners will have the ability to submit for Building Permits for their proposed single-family use.

The Subject Area is located west of the Waterside Subdivision on W FM 2147, and is zoned High Density Apartment Base District (R-5). The High Density Apartment Base District (R-5) requires that property developed as single-family use follow the Single-Family Base District (R-1) standards for Lot size and Lot width. The proposed lot meets the minimum lot size of 6,000 square feet and the minimum lot width of 50 feet. The proposed lot size is 23,610 square feet, equal to 0.542 acres, and has a lot width of 168.27 linear feet. Development on the proposed lot would need to comply with R-5 setbacks, being a minimum front yard setback of 25 feet, a minimum side yard setback of 5 feet, and a minimum rear yard setback of 15 feet.

Adjacent properties to the west and east are zoned High Density Apartment Base District (R-5) as well. Neighboring properties to the south are zoned Single-Family Attached District (RA-1). All directly abutting properties are undeveloped waterfront properties.

The applicant has submitted the required civil engineering design plans for the extension of public infrastructure, which have been reviewed and approved by the City Engineer as submitted, therefore no waiver/suspension requests are required.



The proposed water and wastewater line utility extensions are depicted above. The extension of the water main will comprise of an 8" water line, to tie in to the existing 8" line, running parallel to W FM 2147 for a length of 750 linear feet. The extension of the wastewater main will comprise of a 2" sewer line, to tie in to the existing 4" line, running parallel to W FM 2147 for a length of 740 linear feet.

In order to adequately serve the proposed lot, the Subject Area property owners must, at a minimum, extend utilities through two intervening properties and along the entire frontage of the proposed lot. The applicant/owners have entered into an agreement with John and Natalie Hudec, property owners to the west of the Subject Area, and are proposing to extend the utility lines an additional 250 feet into the Hudec Tract, for future development. The proposed utility extensions are to be located within a twenty foot (20') Utility Easement, outside of Texas Department of Transportation (TxDOT) right-of-way, to be dedicated to the City by the applicant and all affected property owners. The Utility Easement deeds have been drafted and are currently being reviewed by the City Attorney for approval. As a condition for approval of the Construction Plat and Final Plat, said Utility Easement Deeds must be signed by all parties and recorded with Burnet County office prior to issuance of any permit, Final Plat recording, or commencement of any work.

While a total of three separately owned tracts are being provided with water and wastewater service through this extension, it is important to note that they are currently



unplatted. No building permit, certificate of occupancy, or utility tap can be issued by the City, unless said tracts are platted according to the adopted Subdivision Regulations.

This item is a construction plat. No notification of adjacent property owners is required for a construction plat.

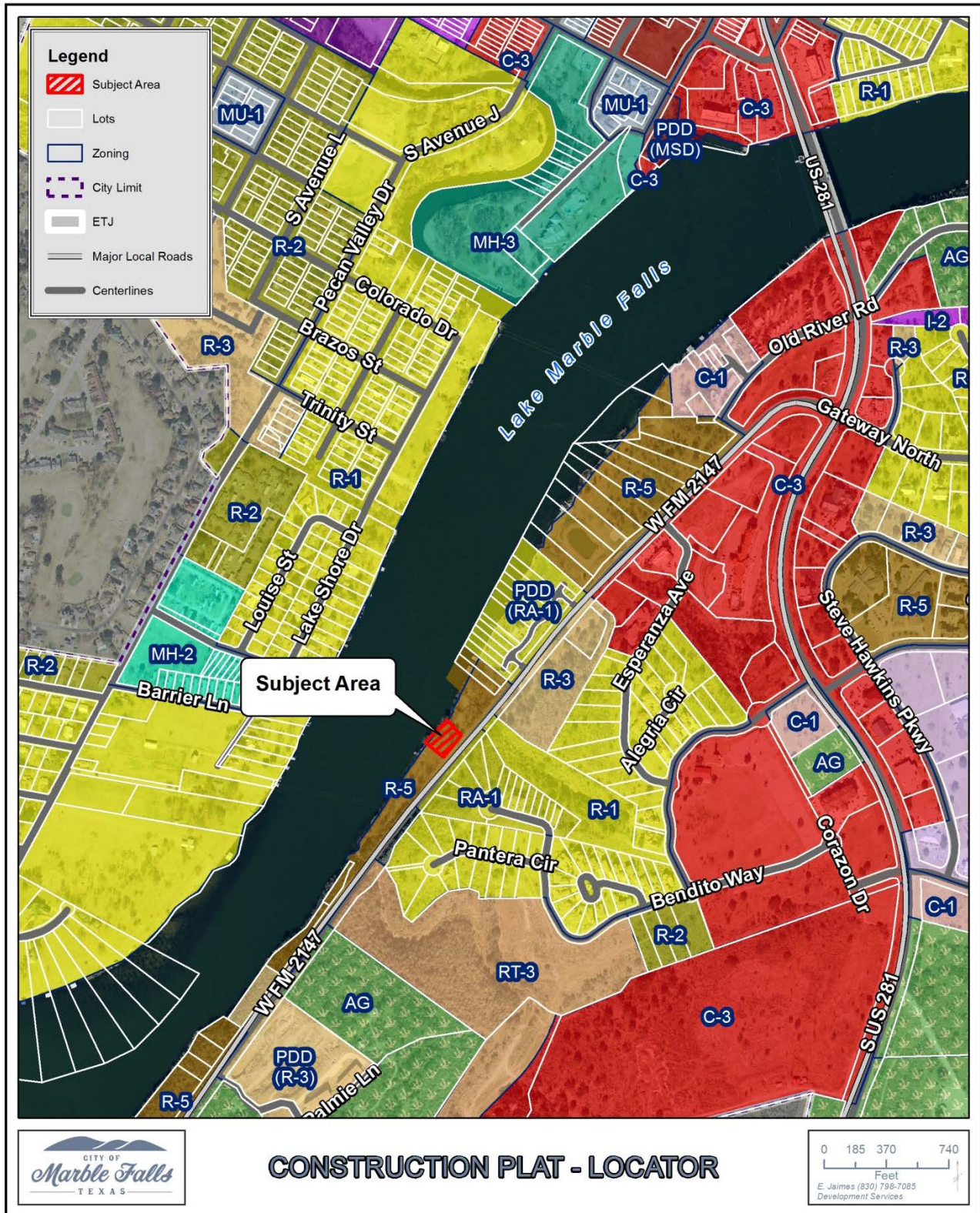
## RECOMMENDATION

Due to consistency with the Comprehensive Plan, the proposed plat meeting zoning district and subdivision regulations, and the overall benefit of the proposed public improvements, City Staff recommends approval of the Construction Plat for the Gibson-Hees Addition, subject to the following condition: that the land owner and all adjacent land owners affected by the utility extension execute the dedication of the depicted 20' utility easement to the City prior to issuance of any permit, Final Plat recording, or commencement of any work.

### **Memo Contents:**

- |  |                      |
|--|----------------------|
| • Informational maps produced by City Staff: | <b>Pages 7 - 14</b>  |
| • Construction Plat:                         | <b>Pages 15 - 16</b> |
| • Utilities Construction Plan:               | <b>Pages 17 - 18</b> |
| • Estimate of Construction Costs:            | <b>Pages 19 - 20</b> |

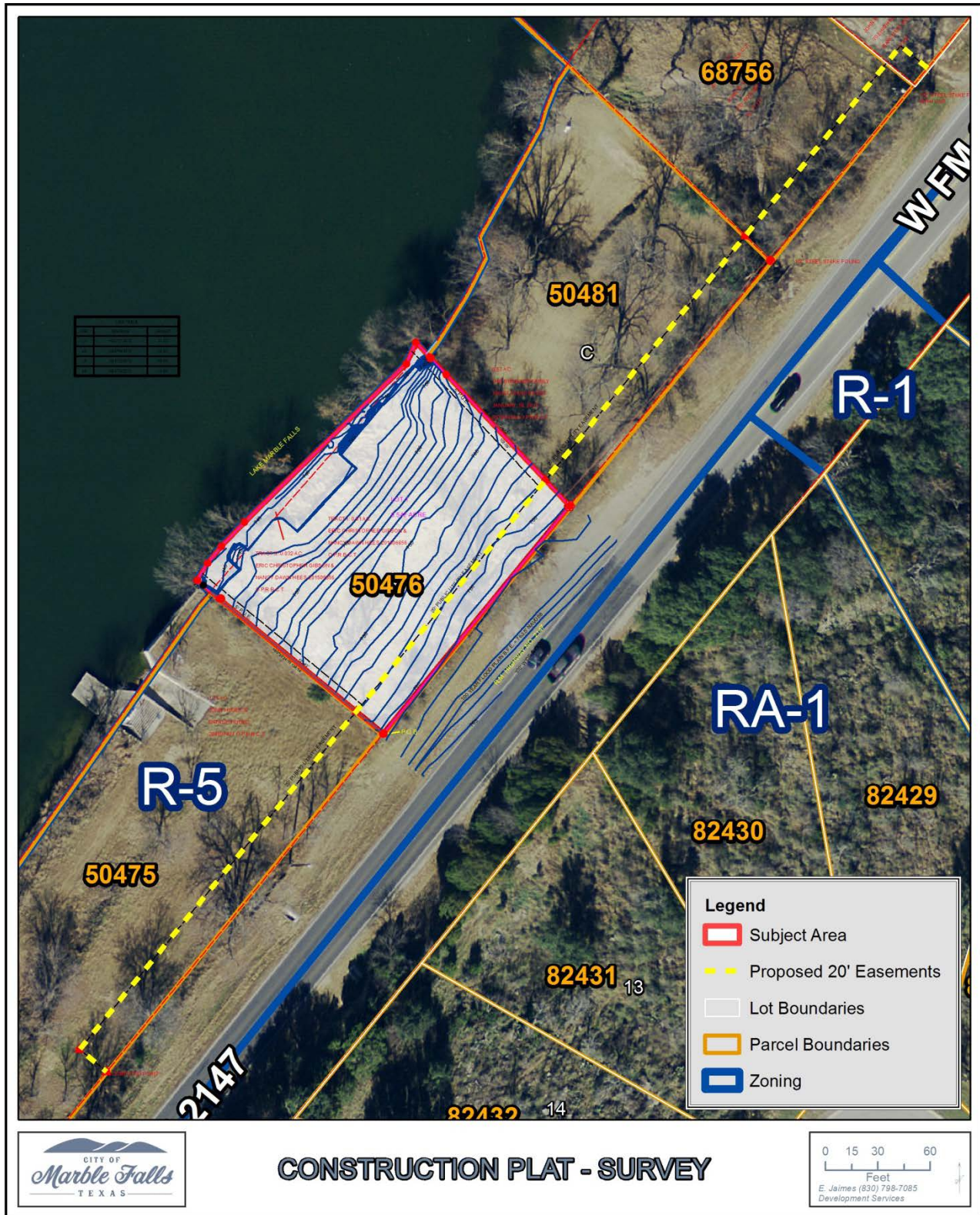








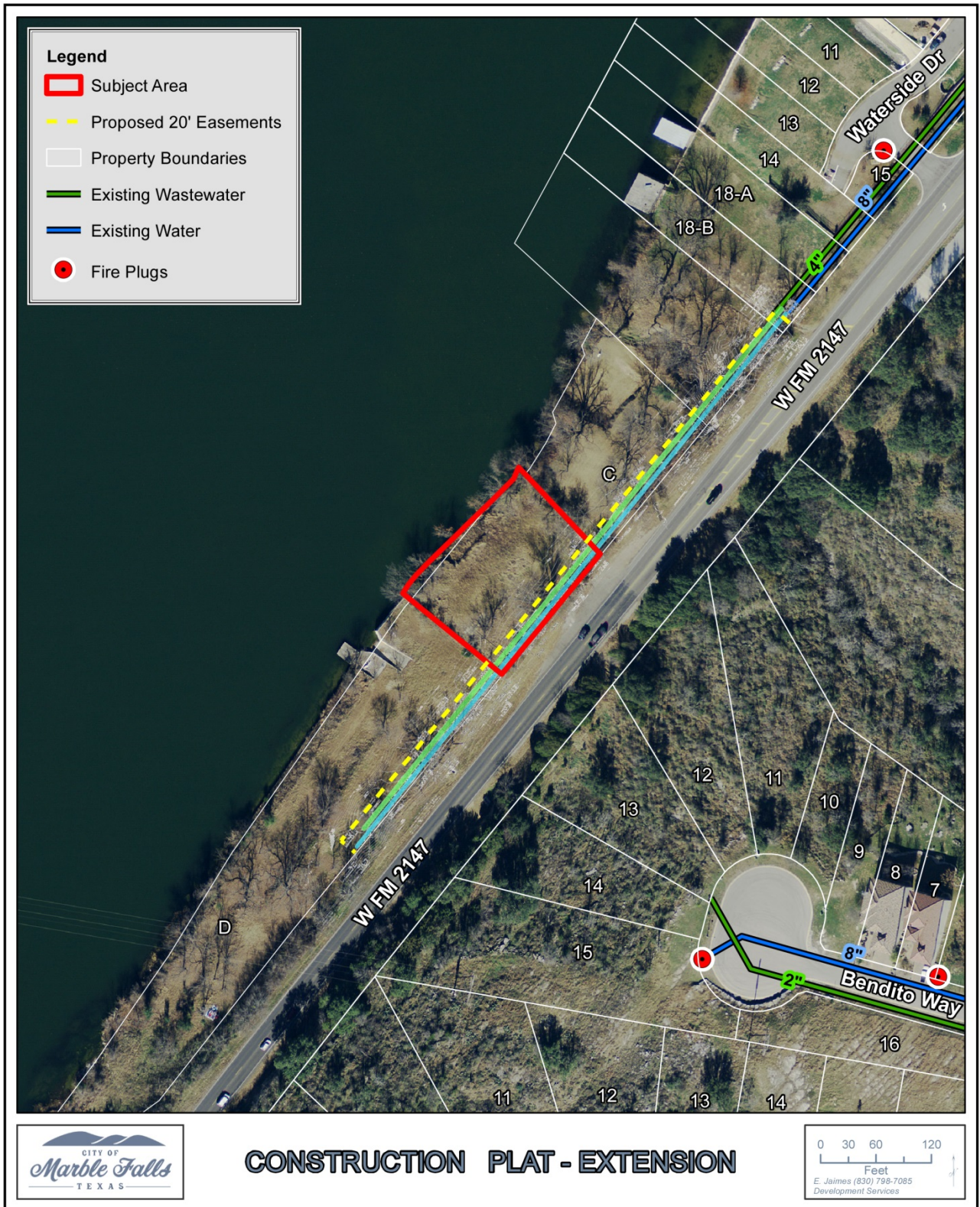




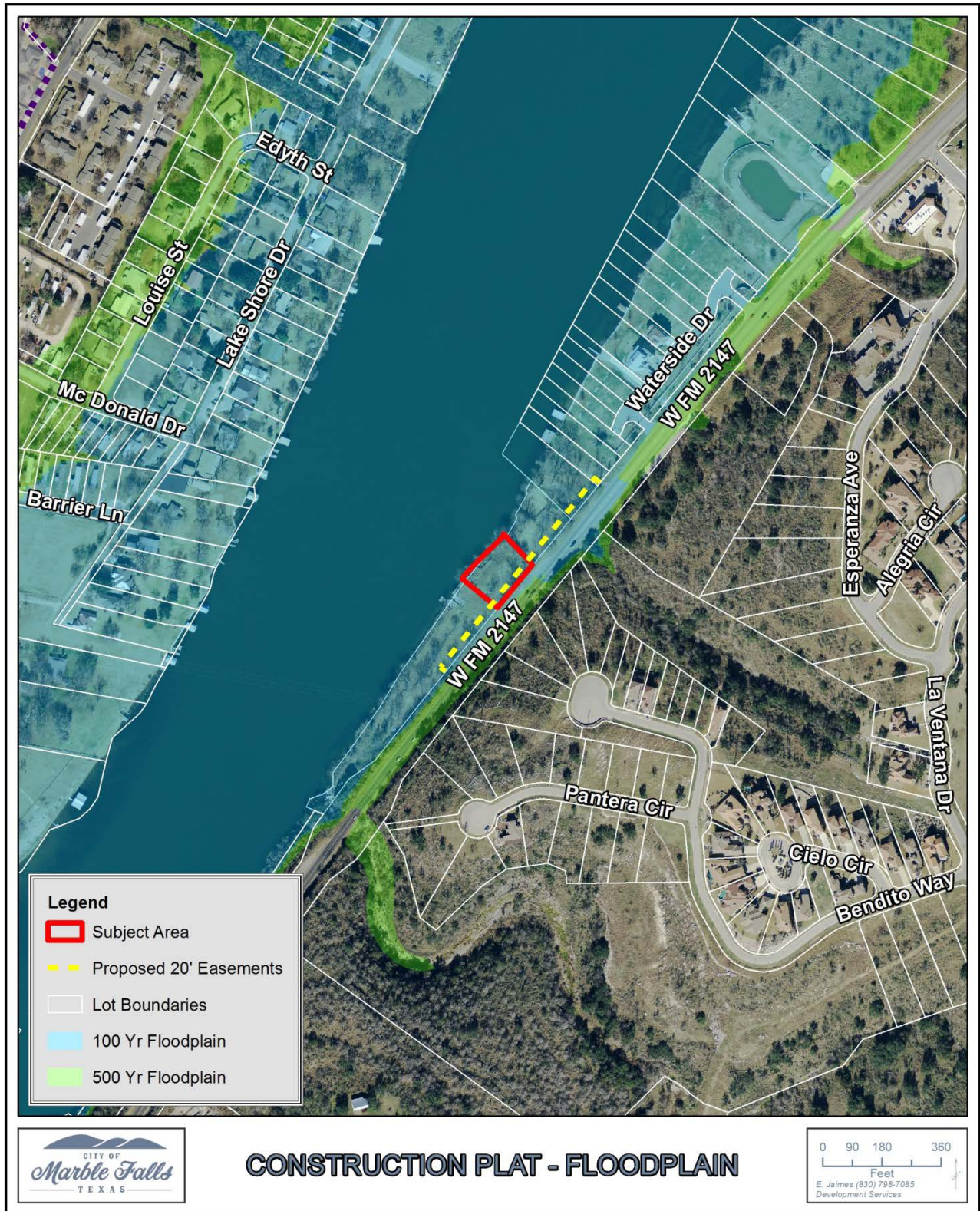












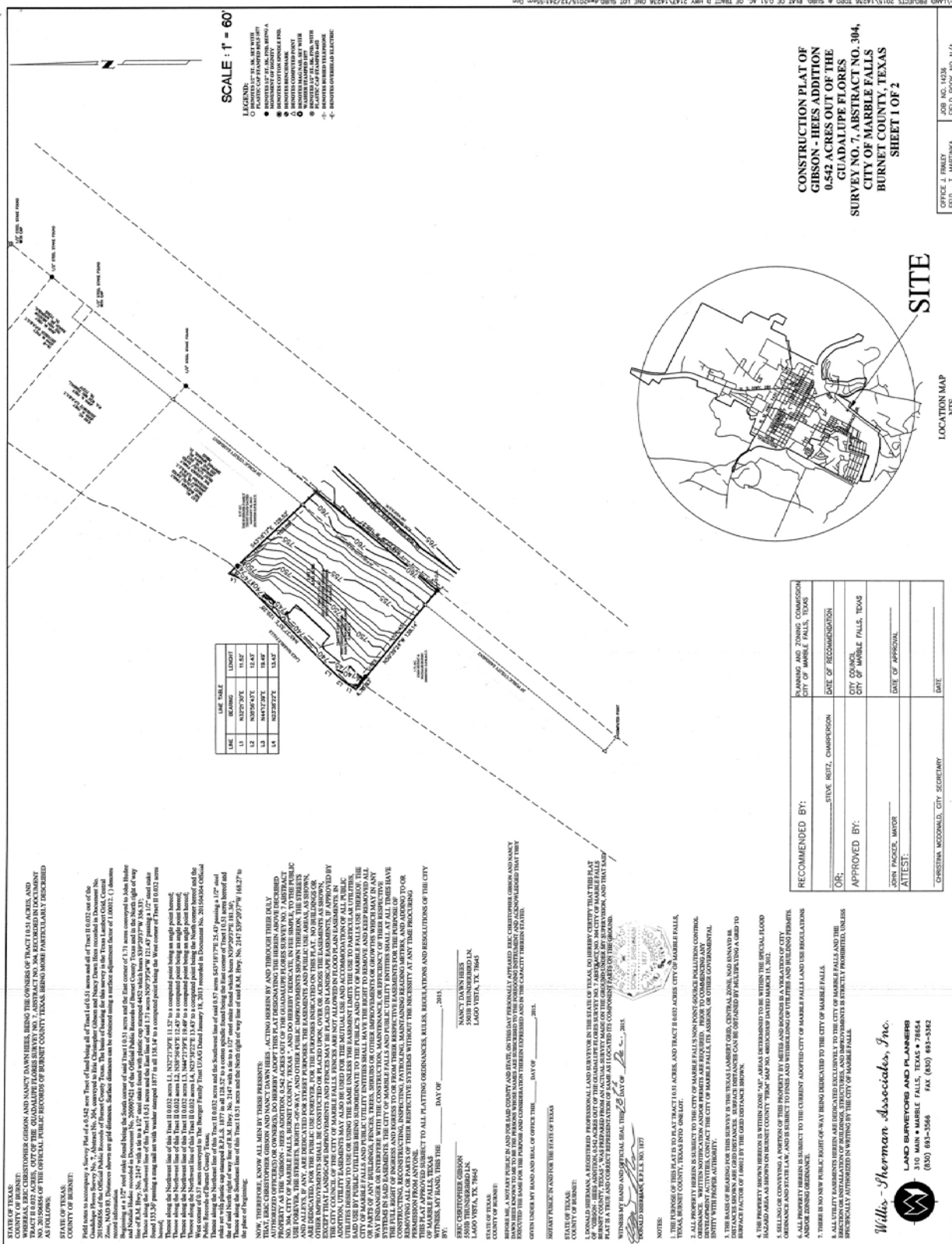








**2015-38-CP Construction Plat (pg 1 of 2)**

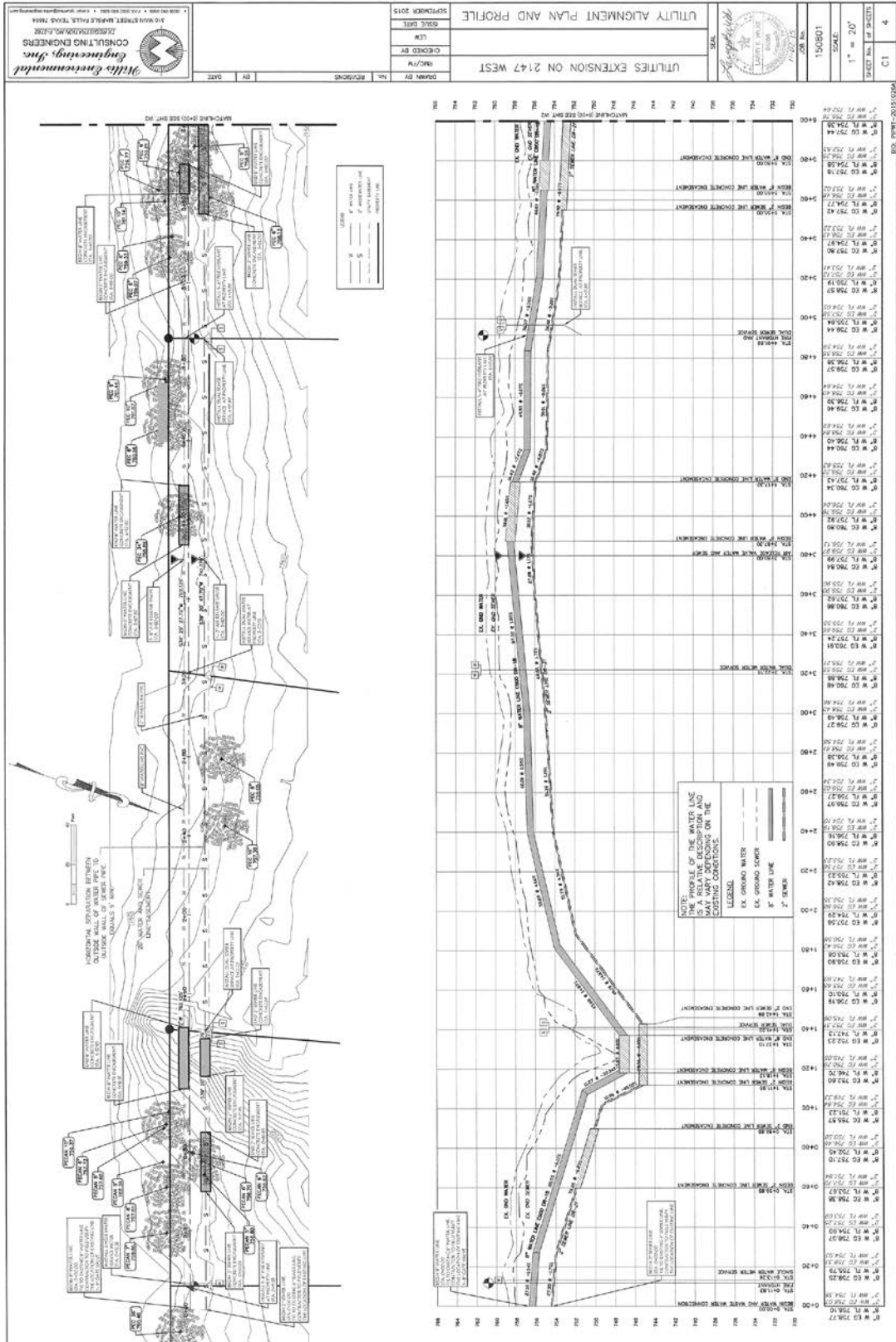




CONSTRUCTION PLAT OF  
GIBSON - HEES ADDITION  
0.542 ACRES OUT OF THE  
GUADALUPE FLORES  
SURVEY NO. 7, ABSTRACT NO. 304,  
CITY OF MARBLE FALLS  
BURNET COUNTY, TEXAS  
SHEET 2 OF 2

OFFICE J. FRILEY	JOB NO. 14236
FIELD T. MARTINKA	FIELD BOOK NO. :

## 2015-38-CP Utilities Construction Plan (pg 1 of 2)









# 2015-38-CP Estimate of Construction Costs (pg 1 of 2)

## Exhibit "A"

10/8/2015 4:56:38PM

**Eric Gibson**

Nelson Lewis, Inc.  
P.O. Box 235  
Marble Falls, TX 78654  
Phone: (830) 693-8874  
Fax: (830) 693-5986



Contact: Mark Bray  
Phone: 830 693-8874  
Fax: 830 693-5986

Quote To: Larry Wilke

Job Name: Hwy 2147 West Water and Sewer Extens  
Date of Plans: 09/22/15  
Revision Date: Details Rvsd 10/08/15

Phone:  
Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	<b>EROSION CONTROLS AND MISC.</b>				
110	Mobilization, Bonds, and Insurance	1.00	LS	5,000.00	5,000.00
120	Silt Fence	160.00	LF	3.00	480.00
130	Erosion Control Maintenance	35.00	HR	90.00	3,150.00
140	Reveg - Bermuda Hydromulch	2,278.00	SY	1.00	2,278.00
150	Clearing Brush in Utility Easement	1.00	LS	4,500.00	4,500.00
160	Hard Rock Excavation	125.00	LF	50.00	6,250.00
199	<b>EROSION CONTROLS AND MISC TOTAL</b>				<b>\$21,658.00</b>
200	<b>WATER LINE IMPROVEMENTS</b>				
205	8" DR 18 C900	750.00	LF	30.00	22,500.00
210	Miscellaneous Fittings	1.00	LS	1,000.00	1,000.00
215	8" GV and Box	1.00	EA	1,900.00	1,900.00
220	Fire Hydrant Assembly	2.00	EA	4,500.00	9,000.00
225	Water Line Concrete Encasement	88.00	LF	20.00	1,760.00
230	Single Water Service	3.00	EA	1,200.00	3,600.00
235	Air Release	1.00	EA	4,800.00	4,800.00
240	Termination Blow-off	1.00	EA	3,300.00	3,300.00
245	Pressure Testing	1.00	LS	500.00	500.00
250	Pipe Disinfection	1.00	LS	100.00	100.00
255	Bacteriological Samples	1.00	LS	100.00	100.00
260	Trench Safety	1.00	LS	75.00	75.00
299	<b>WATER LINE IMPROVEMENTS TOTAL</b>				<b>\$48,635.00</b>
300	<b>WASTEWATER LINE IMPROVEMENTS</b>				
305	2" SDR 21 PVC Wastewater Line	740.00	LF	15.50	11,470.00
310	Miscellaneous Fittings	1.00	LS	100.00	100.00
315	Sewer Line Concrete Encasement	75.00	LF	20.00	1,500.00
320	Single Sewer Service	4.00	EA	1,650.00	6,600.00
325	Air Release	1.00	EA	5,500.00	5,500.00
330	Termination Cleanout	1.00	EA	1,200.00	1,200.00

Page 1 of 2



2015-38-CP Estimate of Construction Costs (pg 2 of 2)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
335	Pressure Testing	1.00	LS	500.00	500.00
340	Trench Safety	1.00	LS	74.00	74.00
399	<b>WATERWATER LINE IMPROVEMENTS TOTAL</b>				<b>\$26,944.00</b>
<b>GRAND TOTAL</b>					<b>\$97,237.00</b>



**City of Marble Falls  
Planning and Zoning Commission Agenda Cover Memo  
January 7, 2016**

**To:** Chairman and Planning & Zoning Commission  
**Item 3. C.** **Discussion, and Recommendation:** Regarding a Final Plat for the Gibson-Hees Addition, being 0.542 acres out of the Guadalupe Flores Survey No. 7, Abstract No. 304, City of Marble Falls, Burnet County, Texas, and being undeveloped waterfront property located on W FM 2147.  
**Requested by:** Don Sherman, applicant, and Eric Christopher Gibson and Nancy Dawn Hees, owners.  
**Case:** Case 2015-46-FP

**SUMMARY**

This item is for consideration of a Final Plat for the Gibson-Hees Addition discussed in the previous agenda item. Please refer to the previous item for details on the proposed lot and the public improvements that will be constructed for this plat.

The subdivision regulations have several provisions for filing a Final Plat at the same time as a Construction Plat. Prior to acceptance of a Final Plat, the applicant must demonstrate fiscal responsibility and bonding for all public improvements proposed for the subdivision. In the case of a Final Plat submitted at the same time as the Construction Plat, sufficient security, covering one-hundred percent of the cost of construction of public improvements, is required. In addition, the applicant/owners must also enter into an improvement agreement by which the property owner covenants to complete all required public improvements no later than two (2) years following the date upon which the Final Plat is approved.

The required estimate for the public improvements has been submitted stating an estimated grand total of \$97,237.00. The applicant is in the process of securing fiscal security for 100% of the estimated cost, which City staff will provide an update to the Commission at the time of the meeting. The fiscal security is required in case the applicant fails to perform the improvements. In that situation the City can utilize the fiscal security to complete the public improvement projects to serve the lots, which will have been final platted prior to the improvements being completed. The preliminary Construction Improvement Agreement draft has been provided on pages 32 - 45 for the Commission's review, in order to allow for the approval of the Final Plat prior to the public improvements being completed.



Required inspections will be conducted by the City during construction. Upon satisfactory completion the City will accept the improvements once the applicant has provided the required as-built or record drawings and a 1 year maintenance bond guaranteeing the public improvements.

The applicant must also address the 20' Utility Easement dedication for approval in order to allow issuance of any permit, Final Plat recording, or commencement of any work. The separate Utility Easement deed documents will be presented to City Council for approval once the documents have been reviewed and approved by the City Attorney.

This plat is a final plat. No notification of adjacent property owners is required for a final plat.

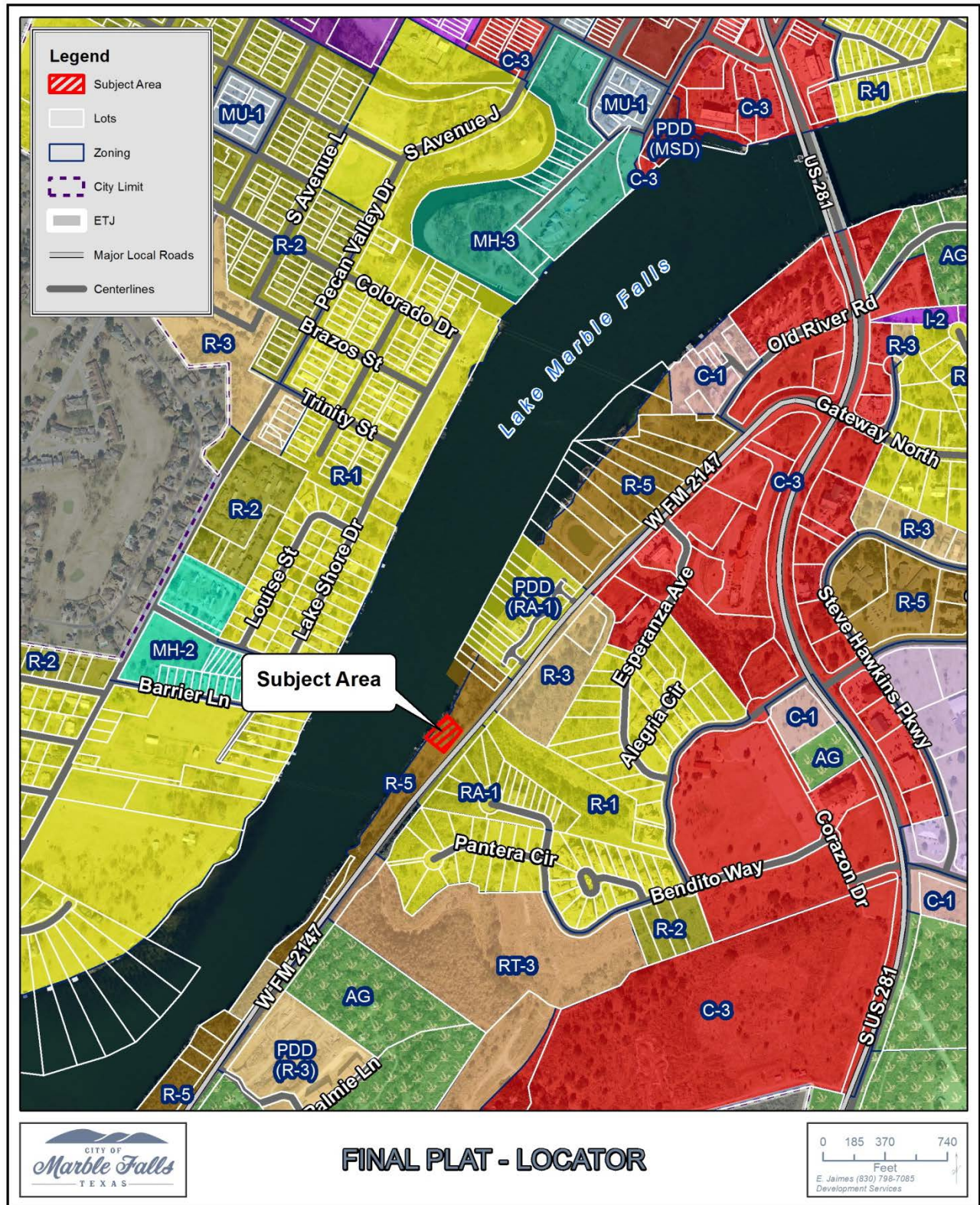
### **RECOMMENDATION**

Due to consistency with the Comprehensive Plan, the proposed plat meeting zoning district and subdivision regulations, and overall benefit of the proposed public improvements, City Staff recommends approval of the Final Plat subject to the following conditions: that the applicant/owner executes the Construction Improvement Agreement to assure construction of public improvements is completed, that the required Fiscal Security be submitted to the City prior to the final plat being recorded, and that upon completion of construction of infrastructure as-built or record drawings and a 1 year maintenance bond or LOC guaranteeing the public improvements be provided to the City.

#### **Memo Contents:**

- |  |                      |
|--|----------------------|
| • Informational maps produced by City Staff: | <b>Pages 23 - 28</b> |
| • Final Plat:                                | <b>Page 29</b>       |
| • Estimate of Construction Costs:            | <b>Pages 30 - 31</b> |
| • Draft Construction Improvement Agreement   | <b>Pages 32 - 45</b> |





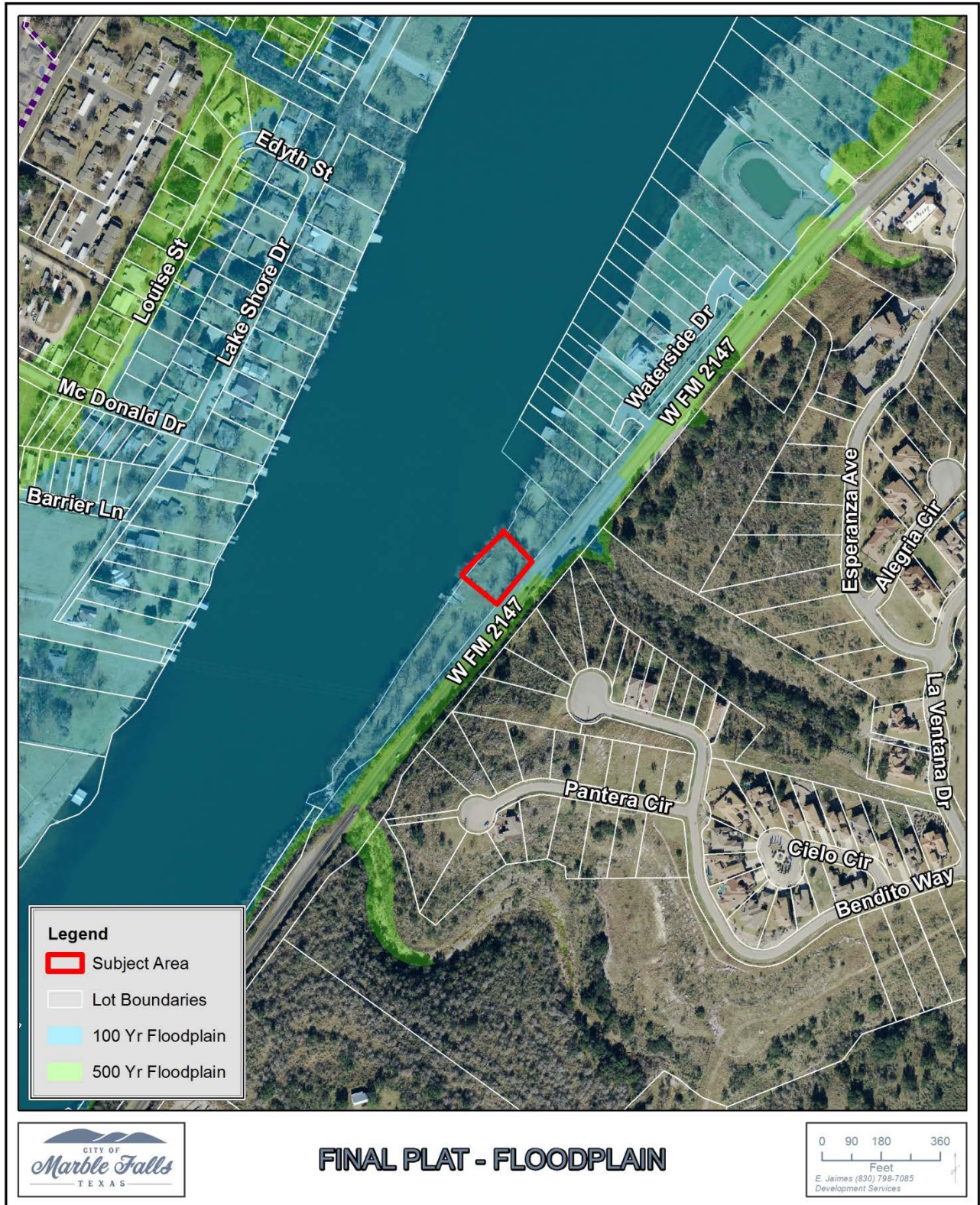
























# 2015-46-FP Estimate of Construction Costs (pg 1 of 2)

## Exhibit "A"

10/8/2015 4:56:38PM

**Eric Gibson**

Nelson Lewis, Inc.  
P.O. Box 235  
Marble Falls, TX 78654  
Phone: (830) 693-8874  
Fax: (830) 693-5986



Contact: Mark Bray  
Phone: 830 693-8874  
Fax: 830 693-5986

Quote To: Larry Wilke

Job Name: Hwy 2147 West Water and Sewer Extens  
Date of Plans: 09/22/15  
Revision Date: Details Rvsd 10/08/15

Phone:  
Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>100</b>	<b>EROSION CONTROLS AND MISC.</b>				
110	Mobilization, Bonds, and Insurance	1.00	LS	5,000.00	5,000.00
120	Silt Fence	160.00	LF	3.00	480.00
130	Erosion Control Maintenance	35.00	HR	90.00	3,150.00
140	Reveg - Bermuda Hydromulch	2,278.00	SY	1.00	2,278.00
150	Clearing Brush in Utility Easement	1.00	LS	4,500.00	4,500.00
160	Hard Rock Excavation	125.00	LF	50.00	6,250.00
<b>199</b>	<b>EROSION CONTROLS AND MISC TOTAL</b>				<b>\$21,658.00</b>
<b>200</b>	<b>WATER LINE IMPROVEMENTS</b>				
205	8" DR 18 C900	750.00	LF	30.00	22,500.00
210	Miscellaneous Fittings	1.00	LS	1,000.00	1,000.00
215	8" GV and Box	1.00	EA	1,900.00	1,900.00
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240	Termination Blow-off	1.00	EA	3,300.00	3,300.00
245	Pressure Testing	1.00	LS	500.00	500.00
250	Pipe Disinfection	1.00	LS	100.00	100.00
255	Bacteriological Samples	1.00	LS	100.00	100.00
260	Trench Safety	1.00	LS	75.00	75.00
<b>299</b>	<b>WATER LINE IMPROVEMENTS TOTAL</b>				<b>\$48,635.00</b>
<b>300</b>	<b>WASTEWATER LINE IMPROVEMENTS</b>				
305	2" SDR 21 PVC Wastewater Line	740.00	LF	15.50	11,470.00
310	Miscellaneous Fittings	1.00	LS	100.00	100.00
315	Sewer Line Concrete Encasement	75.00	LF	20.00	1,500.00
320	Single Sewer Service	4.00	EA	1,650.00	6,600.00
325	Air Release	1.00	EA	5,500.00	5,500.00
330	Termination Cleanout	1.00	EA	1,200.00	1,200.00





2015-46-FP Estimate of Construction Costs (pg 2 of 2)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
335	Pressure Testing	1.00	LS	500.00	500.00
340	Trench Safety	1.00	LS	74.00	74.00
399	<b>WATERWATER LINE IMPROVEMENTS TOTAL</b>				<b>\$26,944.00</b>
<b>GRAND TOTAL</b>					<b>\$97,237.00</b>



## 2015-46-FP Construction Improvement Agreement DRAFT

1. STATE OF TEXAS                   §  
  §       CONSTRUCTION AGREEMENT  
COUNTY OF BURNET           §

The **CITY OF MARBLE FALLS** ("City"), a home rule municipal corporation situated in Burnet County, Texas, and **ERIC CHRISTOPHER GIBSON AND NANCY DAWN HEES**, ("Developer"), make and enter into this Construction Agreement ("Agreement"), dated and effective on the date of the last party to sign this Agreement ("Effective Date").

### RECITALS

**WHEREAS**, the subdivision regulations require that the Developer make various improvements (the "Improvements") extending City's water system by connecting to the existing water line, and extending City's waste water system by connecting to the existing waste water, located upon the Land described in Exhibit "A";

**WHEREAS**, the Developer expects to receive a construction Permit from the City that allows the Developer to construct the Improvements from the 8" water line to provide an 8" water line to the Project, from the 4" wastewater line to provide a 2" wastewater line, consistent with Exhibit "B".

**WHEREAS**, the Developer has agreed to construct the Improvements at Developer's sole cost and expense;

**WHEREAS**, the City is authorized by subchapter C, § 212.071 et. seq. (Developer Participation in Contract for Public Improvements) of the Texas Local Government Code to execute a contract with a developer of land in the municipality to construct public improvements without complying with the notice and competitive sealed bidding procedure of Chapter 252 of the Texas Local Government Code; and

**WHEREAS**, as provided in § 212.071 of the Texas Local Government Code, the Developer and the City agree that the Developer shall construct the Improvements and associated improvements as generally depicted in Exhibit "B", attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the City has determined that this Agreement and the Developer's construction of the Improvements can be accomplished in a cost efficient manner, will therefore result in an economic benefit to local taxpayers, and is in the best interests of the citizens of the City; and

**NOW THEREFORE**, in consideration of these premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which both Parties acknowledge, the City and Developer agree as follows:

## 1. DEFINITIONS.

- A. *City* means the City of Marble Falls, a Texas home-rule city and municipal corporation situated in Burnet County, and includes its representatives, agents, assigns, inspectors, contractors, employees and consultants.
- B. *Developer* means Eric Christopher Gibson and Nancy Dawn Hees, owners.
- C. *Effective Date* means the date on which the last party executes this Agreement.
- D. *Land* means the property described in Exhibit “A”.
- E. *Notice* means any formal notice or communication required or permitted to be given by one Party to another by this Agreement.
- F. *Parties* mean the City and Developer.
- G. *Project* means the public improvements to be constructed on the Developer’s property as depicted in Exhibit “B”.
- H. *Improvements* means water line and associated facilities necessary to connect the existing water line to provide water service to the Project in accordance with the plans approved by the City and attached hereto as Exhibit “B”, and the waste water line and associated facilities necessary to connect the existing water line to provide waste water service to the Project in accordance with the plans approved by the City and attached hereto as Exhibit “B”.

## 2. PARTIES’ OBLIGATIONS

Developer shall design and construct the Improvements in accordance with all applicable governmental rules and regulations and the terms of this Agreement. Developer further agrees that it shall be solely responsible for payment of any and all costs, including but not limited to design and construction costs, including labor and materials, arising from the construction of the Improvements, except as provided herein. The Developer shall be solely responsible for any cost associated with construction of the Improvements.

The Developer shall comply with all applicable federal, state and local law including all City ordinances, codes and regulations in the design and construction of the Improvements. As the Improvements will ultimately be owned and maintained by the City, prior to beginning construction of the Improvements, the Developer shall submit plans and material specifications to the City for review and approval. Failure to obtain the City’s final approval prior to construction or failure to comply with all applicable federal, state and local law including all City ordinances, codes and regulations shall constitute a material breach of this Agreement and permit the City to terminate this Agreement immediately, and the City shall



not be responsible for any costs incurred by the Developer through the date of termination. In addition, Developer shall obtain all permits and inspections required by the City and shall be solely responsible for any costs associated with obtaining such permits and inspections. Upon execution of this Agreement, a schedule shall be submitted to the City Engineer as to when work will begin and be completed under this Agreement.

Any work performed by a contractor or consultant of the Developer will not, under any circumstances, relieve Developer of its responsibilities and obligations under this Agreement. All work performed by the Developer or its agent shall be done in a good and workmanlike manner satisfactory to the City. Any contractor or consultant hired by Developer shall have sufficient skills and experience to properly perform the work described in the approved specifications and as shown on the approved construction plans, and shall provide adequate supervision to assure competent performance of the work.

During construction of the Improvements, the City shall be granted entry to the construction site at reasonable times to inspect the progress and quality of the construction of the Improvements and test the construction as necessary; and as deemed appropriate in accordance with and in addition to section 858 of Appendix B (Land Use Regulations) of the City's Code of Ordinances, and any applicable rules and regulations. Developer shall provide to the City a copy of all test results ordered by the Developer.

Upon satisfactory completion and prior to acceptance by the City of the Improvements and no later than thirty (30) days after completion of the construction of the Improvements, the Developer shall submit a written report or other written evidence of satisfactory payment by the Developer to all subcontractors, agents or vendors supplying material and/or equipment, as applicable for the construction of the Improvements. Issuance of a Certificate of Occupancy for the Project of Developer is subject to the Developer completing the construction of the Improvements pursuant to this Agreement and acceptance of the Improvements by the City.

### **3. TERM**

No Certificate of Occupancy shall be issued on the Property until the Developer has completed construction of the Improvements and the City has inspected and accepted the Improvements. In any event the Developer shall complete construction of the Improvements no later than the dates specified in the schedule approved by the City Engineer.

Unless terminated earlier as provided for herein, this Agreement shall automatically terminate after the construction and acceptance by the City of the Improvements.

If the City Engineer determines that the City's specifications or any requirements under the law have not been met and the Improvements cannot be accepted by the City, then Developer shall be solely responsible for any necessary corrections and alterations and all costs associated with any



necessary corrections and alterations. The City shall not be responsible nor participate in any costs incurred in such instance. If Developer does not complete the construction of the Improvements in accordance with the terms herein, the City may elect to terminate this Agreement or complete the construction and assess the Developer with any costs to complete the construction of the Improvements.

In addition, Developer agrees to give a warranty on its work on the Improvements in accordance with the requirements of the City's Code of Ordinances.

#### **4. BOND AND INSURANCE REQUIRED**

The Developer must execute concurrently with the execution of this Agreement, a performance bond, letter of credit or other fiscal security for one hundred (100%) percent of the total estimated construction cost of the Improvements to secure fulfillment of all of the Developer's obligations under this Agreement. The performance bond or other fiscal security must be in a form to be approved by the City, and once executed a copy shall be provided to the City prior to commencement of construction of the Improvements. The bond, or if applicable any other fiscal security, must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code and identify the City as the named Obligee, and the City shall be notified of termination of such fiscal security if prior to the end of the term of this Agreement.

The Developer must acquire a general liability policy with minimum liability limits of \$325,000.00 per occurrence with aggregate coverage of \$650,000.00 and name the City as a co-insured.

#### **5. INCREASED COSTS**

It may be anticipated that additional costs may arise regarding construction of the Improvements through site conditions or latent defects; however, Developer agrees that it will be solely responsible for payment of all costs for the Improvements whether known at the time of execution of this Agreement or discovered after execution of the Agreement.

#### **6. NOTICE OF DEFAULT; OPPORTUNITY TO CURE; REMEDIES**

Should any Party allege that the other has defaulted in the performance of any obligation hereunder, it will provide at least thirty (30) days written notice to the other Party specifying the nature of the alleged default and opportunity to cure the default before exercising any remedy related to the alleged default.

Upon the failure of either Party to comply with the provisions of this Agreement, which failure continues beyond the thirty (30) day notice and cure period provided above, the other Party shall have the right to enforce the terms and provisions of this Agreement by specific



performance, or by such other legal or equitable relief to which the non-defaulting Party may be entitled.

Any remedy or relief described in this Agreement shall be cumulative of and in addition to any other remedies and relief available at law or in equity.

The foregoing notwithstanding, it is understood and agreed that in addition to any other remedy which the City may have upon default by Developer under this Agreement, should Developer fail to comply with the City's Land Use Regulations or any other applicable development regulation, the City may terminate this Agreement and may withhold building or development permits for the Project or Certificates of Occupancy. Developer shall remain responsible for all cost to construct or complete the Water Line whether or not this Agreement is terminated.

No prior written notice shall be required to terminate this Agreement if there is an imminent threat to the public health, safety and welfare, and the City may take any and all actions as necessary to mitigate the immediate threat and assess the costs to the Developer.

## **7. MISCELLANEOUS**

A. **Entire Agreement.** This Agreement including any attached exhibits is the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein.

B. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the duly authorized representatives of the Parties hereto, which amendment will incorporate this Agreement in every particular not otherwise changed by the amendment.

C. **Other Instruments, Actions.** The Parties hereto agree that they will take such further actions and execute and deliver such other and further consents, authorizations, instruments, or documents as are necessary or incidental to effectuate the purposes of this Agreement.

D. **No Third Party Rights Or Obligations.** No person or entity not a party to this Agreement shall have any third party beneficiary or any other rights against the parties to this Agreement.

E. **Applicable Law; Venue.** This Agreement shall be construed under and according to the laws of the State of Texas. Jurisdiction and venue for any suit arising hereunder shall be in Burnet County, Texas.

F. **Severability.** The provisions of this Agreement are severable, and if any court shall ever hold any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application of it to any person or circumstance of competent jurisdiction to be



invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances will not be affected by that and this Agreement will be construed as if it had never contained such invalid or unconstitutional portion therein.

**G. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**H. Notices.** For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

**CITY:**

801 Third Street  
Marble Falls, Texas 78654  
Attn.: City Manager  
Phone: (830) 693-3615  
Fax: (830) 693-6737

**DEVELOPER:**

Eric Christopher Gibson.

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

AND

Nancy Dawn Hees

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

The Parties will have the right from time to time to change their respective addresses upon written notice to the other Party. If any date or notice period described in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday or legal holiday.

**I. No Waiver of Development Ordinances.** No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision of any other agreement,



or of any regulation, requirement or ordinance, if any, applicable to the Land or to the Project. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable ordinances, including but not limited to the Code of Ordinances or the water and wastewater regulations.

J. **Attorney's Fees.** Should either Party be required to resort to litigation to enforce the terms of this Agreement, the prevailing Party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other Party. If the court awards relief to both Parties, each will bear its own costs in their entirety except as otherwise specified by the court.

K. **Governmental Authority.** Nothing in this Agreement shall be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the facilities and utility improvements contemplated by the terms of this Agreement except as specifically waived or modified herein or by specific action of the City Council, nor the City's duty to provide for the public health, safety, and welfare in the construction or maintenance of the same.

L. **Assignability.** This Agreement shall not be assignable by Developer without the prior written consent of the City.

M. **Binding Obligation.** This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, successors, and assigns.

N. **Indemnification.** This Agreement is not intended to alter or reallocate any defense or immunity presently authorized to either party by law. The City shall not be subject to any obligations or liabilities of the Developer incurred in the performance of this Agreement. Developer has voluntarily agreed to undertake the construction of the public improvements. **DEVELOPER SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY AND ALL CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S SUCCESSORS, ASSIGNS, GRANTEEES, VENDORS, TRUSTEES OR REPRESENTATIVES, BROUGHT PURSUANT TO THIS AGREEMENT OR THE CLAIMS OR TYPES OF CLAIMS DESCRIBED IN THIS PARAGRAPH. CITY SHALL HAVE NO RESPONSIBILITY OR OBLIGATION FOR INDEMNIFICATION OR DEFENSE OF DEVELOPER IN THIS AGREEMENT.**

O. **Ambiguities Not to Be Construed against Party Who Drafted Agreement.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.





P. **No Special Relationship.** The parties' do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship by executing this Agreement.

Q. **Authorized Signature.** The person executing this Agreement on behalf of the Developer warrants to the City that the Developer is a duly authorized to do so, is qualified to do business in the State of Texas, and that Developer has full right and authority to enter into this Agreement, and that every person signing on behalf of Developer is authorized to do so.

Executed on the dates set forth below, to be effective as the date of the last party to sign this Agreement ("Effective Date").

*(Signatures appear on following pages.)*

**CITY OF MARBLE FALLS, TEXAS**

Date: \_\_\_\_\_, 2016

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christina McDonald, City Secretary

ERIC CHRISTOPHER GIBSON AND NANCY  
DAWN HEES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_ Signed: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_ Signed: \_\_\_\_\_

2. STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

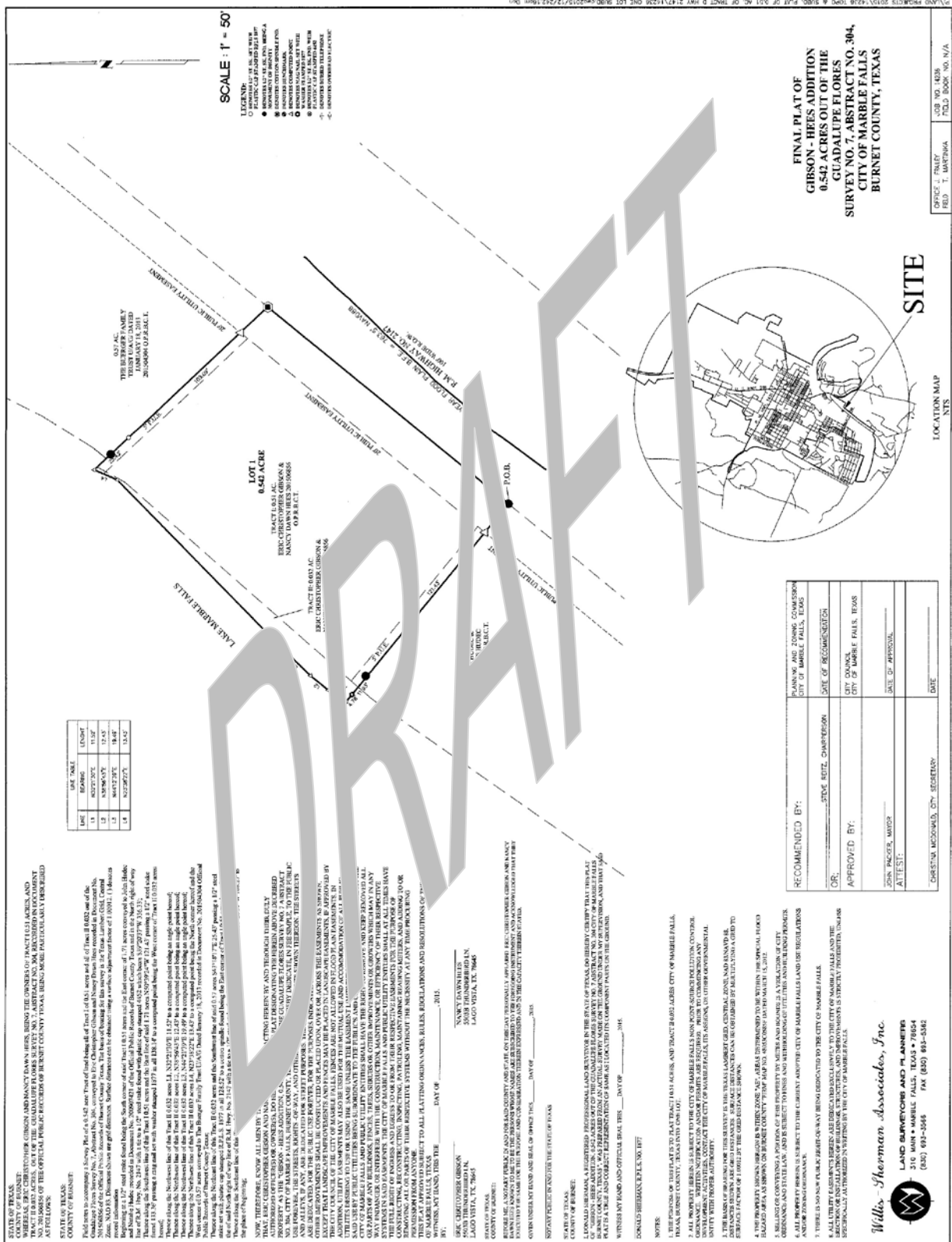
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by ERIC CHRISTOPHER GIBSON AND NANCY DAWN HEES, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration herein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_

## Exhibit “A”-Plat Area









## Exhibit "C" – Engineer's Estimate (Page 1 of 2)

### Exhibit "A"

10/8/2015 4:56:38PM

## Eric Gibson

Nelson Lewis, Inc.  
P.O. Box 235  
Marble Falls, TX 78654  
Phone: (830) 693-8874  
Fax: (830) 693-5986



Contact: Mark Bray  
Phone: 830 693-8874  
Fax: 830 693-5986

Quote To: Larry Wilke

Phone:  
Fax:

Job Name: Hwy 27 West Water and Sewer Extens  
Date of Estimate: 09/22/15  
Revision: Details dated 10/08/15

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	EROSION CONTROL AND MISCELLANEOUS				
110	Mobilization, Bonds, and Insurance	1.00	LS	5,000.00	5,000.00
120	Silt Fence	0.00	LF	3.00	480.00
130	Erosion Control Maintenance	5.00	HR	90.00	3,150.00
140	Reveg - Bermuda Hydroseed	2,278.00	SY	1.00	2,278.00
150	Clearing Brush in Utility Right of Way	1.00	LS	4,500.00	4,500.00
160	Hard Rock Excavation	125.00	LF	50.00	6,250.00
199	EROSION CONTROL AND MISCELLANEOUS TOTAL				\$21,658.00
200	WATER LINE IMPROVEMENTS				
205	8" DR 1500	750.00	LF	30.00	22,500.00
210	Miscellaneous Fittings	1.00	LS	1,000.00	1,000.00
215	8" GVA Box	1.00	EA	1,900.00	1,900.00
220	Fire Hydrant Assembly	2.00	EA	4,500.00	9,000.00
225	Water Line Concrete Encasement	88.00	LF	20.00	1,760.00
230	Single Water Service	3.00	EA	1,200.00	3,600.00
235	Air Release	1.00	EA	4,800.00	4,800.00
240	Termination Blow-off	1.00	EA	3,300.00	3,300.00
245	Pressure Testing	1.00	LS	500.00	500.00
250	Pipe Dissection	1.00	LS	100.00	100.00
255	Bacteriological Sampling	1.00	LS	100.00	100.00
260	Trench Safety	1.00	LS	75.00	75.00
299	WATER LINE IMPROVEMENTS TOTAL				\$48,635.00
300	WASTEWATER LINE IMPROVEMENTS				
305	2" SDR 21 Wastewater Line	740.00	LF	15.50	11,470.00
310	Miscellaneous Fittings	1.00	LS	100.00	100.00
315	Sewer Line Concrete Encasement	75.00	LF	20.00	1,500.00
320	Single Sewer Service	4.00	EA	1,650.00	6,600.00
325	Air Release	1.00	EA	5,500.00	5,500.00
330	Termination Cleanout	1.00	EA	1,200.00	1,200.00





**Exhibit "C" – Engineer's Estimate (Page 2 of 2)**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
335	Pressure Testing	1.00	LS	500.00	500.00
340	Trench Safety	1.00	LS	74.00	74.00
399	<b>WATERWATER LINE IMPROVEMENTS TOTAL</b>				<b>\$26,944.00</b>
<b>GRAND TOTAL</b>					<b>\$97,237.00</b>

DRAFT



**City of Marble Falls  
Planning and Zoning Commission Agenda Cover Memo  
January 7, 2016**

**To:** Chairman and Planning & Zoning Commission  
**Item 3. D. Presentation and Discussion:** Regarding previous Planning and Zoning Commission items, City Council Disposition and update regarding future planning projects.  
**Requested by:** Planning & Zoning Commission

**SYNOPSIS**

This item is to update Commission regarding previous Planning and Zoning Commission items, City Council Disposition and update regarding future planning projects.

1. Update: City Staff Tree Ordinance draft
2. Update: 2015 Comprehensive Plan Update
  - a) CPAC Meeting scheduled for January 14, 2016 at 6:00 PM
3. Joint Workshop with City Council and EDC regarding the Comprehensive Plan Update
  - a) Scheduled for January 19, 2016 at 6:00 PM
4. Joint Workshop with City Council regarding Short-Term Rentals (STR)
  - a) Scheduling TBD



**City of Marble Falls  
Planning and Zoning Commission Agenda Cover Memo  
January 7, 2016**

**To:** Chairman and Planning & Zoning Commission  
**Item 3. E.** **Presentation and Discussion:** Monthly Building Permit Summary;  
Construction Update.  
**Requested by:** City Staff

<b>SYNOPSIS</b>
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This item is to update the Commission about the building permits issued in the past month and other ongoing projects.

**Item 4. ADJOURNMENT**